


<b>INVITATION TO BID</b>  STATE OF LOUISIANA LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING		BIDS WILL BE PUBLICLY OPENED:  <div style="font-size: 1.2em; font-weight: bold;">DEC 30, 2009      02:00 PM</div>
=====> <b>VENDOR NO. :</b> <b>SOLICITATION :</b> 2237958 <b>FILE NO. :</b> <b>OPENING DATE :</b> 12/30/09  <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"> <div style="position: absolute; top: 5px; left: 5px;">           =====&gt; <b>VENDOR NAME AND ADDRESS</b> </div> </div>		<b>PURCHASING AGENCY NO. :    400PUR</b>  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="text-align: right;">02:00 PM</div> <div style="display: flex; justify-content: space-between;"> <span>2237958</span> <span>12/30/09</span> </div> <b>HQ-PURCHASING</b> <b>PURCHASING/CORRECTIONS SERVICES</b> <b>P.O. BOX 94304</b> <b>504 MAYFLOWER STREET</b> <b>BATON ROUGE, LA 70804-9304</b>  <b>BUYER : LYNN GODWIN, CPPB</b> <b>BUYER PHONE : (225) 342-6592</b> <b>DATE ISSUED : 12/18/09</b> <b>REQ. AGENCY : 811000</b> <span style="float: right;">FOLD HERE--&gt;</span> <b>PRISON ENTERPRISES</b> <b>AGENCY REQ. NO. : 811-98418</b> <b>ISIS REQ. NO. : 1329577</b> <b>VENDOR PHONE :</b> <b>FISCAL YEAR : 10</b> <b>CLASS/SUBCLASS : 39380</b> <b>SCHEDULED BEGIN DATE : 00/00/00</b> <b>SCHEDULED END DATE : 00/00/00</b> <b>T-NUMBER :</b>
<div style="font-weight: bold; font-size: 1.1em;">             FILL IN VENDOR NUMBER (FEIN), NAME AND              ADDRESS ABOVE, BEFORE SUBMITTING BID.           </div>		

CAJUN SEASONING MIX - PE  
JANUARY 2010

**TO BE COMPLETED BY VENDOR**

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BID BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

**INSTRUCTIONS TO BIDDERS**

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A \_\_\_\_\_.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \_\_\_\_\_ OR \_\_\_\_\_ 0% \_\_\_\_\_ OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ 005DAYS ARO \_\_\_\_\_
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>	<b>TITLE</b>	<b>DATE</b>
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237958 OPEN DATE: 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237958 OPEN DATE: 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237958 OPEN DATE: 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 4
<div>1 ALL LINES BID MUST HAVE A BRAND SPECIFIED.</div> <div>2 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).  DO YOU CLAIM THIS PREFERENCE? YES_____  SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.  7% / LINE NOS:_____ LOCATION:_____  _____  10% / LINE NOS:_____ LOCATION:_____  _____  (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____  IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?  YES_____ NO_____  FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</div> <div>3 DELIVERY TO BE MADE TO THE FOLLOWING LOCATION:  WAKEFIELD MEAT PLANT HWY 61 N WAKEFIELD, LA 70784  SUCCESSFUL VENDOR MUST CONTACT WAKEFIELD PLANT MANAGER, 24 HOURS PRIOR TO DELIVERY TO SCHEDULE AN APPOINTMENT AT 225-342-6793 OR 225-635-0368. PRISON ENTERPRISES RESERVES THE RIGHT TO REJECT UNSCHEDULED DELIVERIES.  DELIVERY HOURS: MONDAY - THURSDAY (EXCEPT HOLIDAYS) 7:00 A.M. - 1:00 P.M.  **** NO FRIDAY DELIVERIES ****</div> <div>4 THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS</div>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237958 OPEN DATE: 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 5

SERVICES, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR STATEWIDE DELIVERY FROM THE DATE OF THE ORIGINAL PURCHASE ORDER, AT THE SAME PRICE, TERMS, AND CONDITIONS SHOWN FOR A PERIOD OF:

\_\_\_\_\_ 3 MONTHS

\_\_\_\_\_ 6 MONTHS      \* IF ACCEPTING REPURCHASE, PLEASE INITIAL ONLY ONE SPACE.

\_\_\_\_\_ 9 MONTHS

\_\_\_\_\_ 1 YEAR

ACCEPTANCE OF ONE OF THE ABOVE REPURCHASE OPTIONS IS INDICATED BY VENDOR'S INITIALS IN ONE OF THE SPACES ABOVE.

-----

5 IF THE VENDOR FAILS TO MAKE DELIVERY WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER OR IF THE DELIVERY IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL THE ITEM AND TO PURCHASE IT ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR MAKING THE ORIGINAL DELIVERY.

6 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT A SELF-ADDRESSED STAMPED ENVELOPE OR EMAIL ADDRESS REQUESTING THIS INFORMATION. VENDORS MAY ALSO VIEW AWARD INFORMATION ONLINE AT: [HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp)

7 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 7 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE BID NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, BID NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

8 BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED,

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237958 OPEN DATE: 12/30/09 T-NUMBER :  TIME: 02:00 PM		BIDDER:	PAGE  6
<p>THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.</p> <p>THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.</p> <p>9 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p> <p>10 PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.</p> <p>11 ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.</p> <p>12 TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT WAKEFIELD PLANT MANAGER @ 225-342-6793 OR 225-635-0368 AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.</p> <p>IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237958 OPEN DATE : 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:            PRISON ENTERPRISES            PRISON ENTERPRISES            WAKEFIELD MEAT PLANT            HWY 61 NORTH            WAKEFIELD , LA 70784</p> <p>COMMODITY CODE: 393-80-000000</p> <p>=====</p> <p>YOUR RESPONSE TO THIS SOLICITATION MAY            BE SUBMITTED BY FAX TO LYNN GODWIN AT            225-342-6593. THE BID MUST BE SIGNED &amp;            RECEIVED PRIOR TO THE BID OPENING DATE            &amp; TIME.</p> <p>=====</p> <p>CAJUN SEASONING:</p> <p>INGREDIENTS:            SALT, RED PEPPER, SPICES, &amp; GARLIC</p> <p>PACKAGING:            50 POUND POLY LINED CORRUGATED CASE</p> <p>APPEARANCE: LIGHT REDDISH-BROWN, FREE            FLOWING POWDER</p> <p>FLAVOR: SALTY, SPICY, SLIGHTLY BITING</p> <p>MOISTURE: 50% MAX            SALT: 88% MAX</p> <p>BULK DENSITY: 76-80 LBS CU FT</p> <p>GRANULATION: US #30 SIEVE: 1% MAX                              RETAINED                              US #40 SEIVE: 20 MAX                              RETAINED</p> <p>STANDARD PLATE COUNT: LESS THAN 25,000/            GRAM</p> <p>COLIFORMS MPN: LESS THAN 10/GRAM</p> <p>YEAST &amp; MOLD: LESS THAN 10/GRAM</p> <p>E-COLI: NEGATIVE</p>	75	CASE		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237958 OPEN DATE : 12/30/09      TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>SALMONELLA: NEGATIVE</p> <p>STORAGE: COOL DRY ATMOSPHERE 12 MO MAX</p> <p>BRAND: LOUISIANA FISH FRY, OR EQUAL</p> <p>* PRODUCT SHOULD CONTAIN A NUMBER OF OTHER SPICES BESIDES RED PEPPER. APPROVAL OF A NEW PRODUCT IS SUBJECT TO SAMPLE TESTING FOR TASTE, PRIOR TO AN AWARD BEING MADE.</p> <p>DELIVERY: IN FULL: ON OR BEFORE JANUARY 12, 2010</p> <p>BRAND/PRODUCT BID: _____ * SAMPLE MAY BE REQUIRED *</p> <p>SPECIFY PACKAGING: _____</p> <p>DELIVERY TIME: _____</p>				